

LC copy

w/changes to Bill

March 5, 1982

TO: County Council  
FROM: David Jay Frankel, Legislative Counsel  
SUBJECT: Bill 71-81, "Collective Bargaining/Police Officers

A second worksession on Bill 71-81 has been scheduled for Monday, March 8, 1982 at 1:00 p.m.

Attached is draft 3 of Bill 71-81 which incorporates, as technical amendments, those amendments presented at the last worksession which are agreeable to the Executive staff. A list of these technical amendments is also attached.

In addition to Council's consideration of issues presented in the February 3, 1982 worksession packet, the following substantive amendments are presented for your consideration:

1. Page 17, line 26, strike "paid by the County" and insert in lieu thereof "borne 50% by the County and 50% borne equally by the employee organization(s) whose name(s) appear on the ballots".

Purpose: This conforms with a similar provision under the County's Meet and Confer Law found at Section 33-68 of the County Code.

2. Page 23, line 1, replace "shall" with "may";  
line 1, strike "by a majority of four (4) votes";  
line 4, replace "shall" with "may".

Purpose: To make it discretionary, rather than mandatory for the Council to indicate its intentions with respect to a proposed collective bargaining agreement. A future Council cannot be bound by a previous Council. Elimination of the requirement for a 4-vote majority would accommodate situations where fewer than 7 Councilmembers are present.

3. Page 31, line 18, strike "or the evidence of".

Purpose: While the constitutional right of freedom of speech should be protected, there is no reason to prohibit the introduction of expressions as evidence of prohibited practices.

Councilmembers are asked to bring their packets, dated February 3, 1981, from the previous worksession.

DJF/sgb

- ① Incorporate changes to §33-68
- ② P. 25, line 22 correct spelling of personnel
- ③ P. 28, line 2 strike language
- ④ P. 25, line 6
- ⑤ P. 27, line 18
- ⑥ P. 27 - new language

P. 27 L 18

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22



Bill no. 71-81  
Draft no. & Date: 3 - 3/5/82  
Introduced: 11/3/81  
Expiration Date: 5/3/83  
Enacted: \_\_\_\_\_

COUNTY COUNCIL  
FOR MONTGOMERY COUNTY, MARYLAND  
Nov. \_\_\_\_\_ Legislative Session \_\_\_\_\_ 1981

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By: Council President at the request of the  
County Executive

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AN ACT to amend Chapter 33, title "Personnel" of the Montgomery County Code 1972, as amended, by amending Subsection 33-63(c) of Section 33-63, title "Definitions", of Article IV, title "Employer - Employee Relations" to provide that police department employees who are represented by a certified employee organization pursuant to Article V of this Chapter shall not be considered an employee under Article IV of this Chapter; by amending Section 33-74, title "Cost of Living Adjustment" to provide that this section shall not apply to an employee of the police department who is represented by a certified employee organization pursuant to Article V of this Chapter; and by adding a new Article V, title "Police Labor Relations", Sections 33-75 through 33-85, to provide for a policy statement, definitions to be used in the Article, creation of a permanent umpire in order to administer and implement certain provisions of the Article, certain employee rights, the selection, certification, and decertification procedures, subjects



which would be appropriate for collective bargaining,  
subjects which would not be appropriate for collective  
bargaining, ~~UNLESS AGREED TO~~ impasse procedures, prohibited employer  
and employee practices, certain provisions concerning  
strikes and lockouts, use of official time of employees,  
and the effect of prior enactments.

Be It Enacted by the County Council for Montgomery County, Maryland  
that -

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1           Sec. 1. Subsection 33-63(c) of Section 33-63, title  
2       "Definitions" of Article IV, title "Employer-Employee Relations"  
3       of Chapter 33, title "Personnel", of the Montgomery County Code  
4       1972, as amended, is hereby amended, to read as follows:

5           Sec. 33-63. Definitions.

6                           \* \* \*

7           (c) Employee. Any county merit system employee working  
8       on a continuous full-time, career or part-time, career basis,  
9       eligible to be included in a unit of recognition except for the  
10      following:

- 11           (1) Confidential aides to elected officials;
- 12           (2) All non-merit system employees;
- 13           (3) All heads of principal departments, offices  
14                 and agencies;
- 15           (4) Deputy or assistant department heads;
- 16           (5) Employees providing direct staff or administra-  
17                 tive support to the director of the department,  
18                 or deputy or assistant directors within the  
19                 director's immediate office;
- 20           (6) Employees who report directly to or whose  
21                 immediate supervisor is the county executive,  
22                 county council, county council members or  
23                 the chief administrative officer and the  
24                 principal aides to the foregoing;
- 25           (7) Employees of the office of the county attorney;
- 26           (8) Employees of the office of budget and research;
- 27           (9) Employees of the office of employee relations;
- 28           (10) Employees of the personnel office;
- 29           (11) Employees of the personnel board;
- 30           (12) Heads of the following constituent offices,  
31                 divisions and sections in the department of  
32                 transportation existing at the time of



1 enactment of this bill and positions carrying  
2 a similar degree of personnel management  
3 responsibilities in other departments and  
4 offices as determined by the chief administrative  
5 officer:

6 Director's office, office of the right-of-  
7 way acquisition, office of administrative  
8 services, office of transportation planning,  
9 division of transportation engineering, sub-  
10 division development section, design section,  
11 construction section, division of traffic  
12 engineering, traffic planning and survey section,  
13 traffic operations section, division of  
14 operations, TESS Minibus, highway maintenance  
15 section, equipment section and division of  
16 parking lot districts.

17 (13) An employee of the police department, as defined  
18 in Section 33-76 of this Chapter, who is  
19 represented by a certified employee organization  
20 pursuant to the provisions of Article V, title  
21 "Police Labor Relations" of this Chapter.

22 Sec. 2. Section 33-74, title "Cost of Living Adjustment",  
23 of Article IV, title "Employer - Employee Relations", of  
24 Chapter 33, title "Personnel" of the Montgomery County Code 1972,  
25 as amended, is hereby amended, by adding a new Subsection (c),  
26 to read as follows:

27 Sec. 33-74. Cost of living adjustment.

28 (a) The county executive shall provide as a part of the  
29 annual recommended operating budget for the county government  
30 sufficient funds to implement the cost of living adjustment  
31 required by this section. The council shall accord one of the  
32 highest priorities to the full funding of the cost of living

1 adjustment, shall fund fully the seventy-five percent of  
2 Consumer Price Index cost of living adjustment unless reasons  
3 are given for not doing so, and shall make a finding in the  
4 budget resolution as to the extent to which full funding is  
5 achieved. Unless otherwise provided in the approved budget  
6 resolution which includes a finding that implementation of the  
7 full amount of the adjustment would necessitate substantial  
8 lay-offs of personnel or result in other widespread hardship  
9 to county government employees, the chief administrative  
10 officer shall adjust the uniform salary plan for all classified  
11 employees of the county government beginning the first pay  
12 period on or after July 1 of each year by an amount not less  
13 than seventy-five percent of the change in the Consumer Price  
14 Index for all urban consumers in the Washington, D.C. area,  
15 although pay grades one through four of the uniform salary plan  
16 to which minimum wage and certain seasonal employees are  
17 assigned will be adjusted by changes in the minimum wage rates  
18 and salary surveys to determine the competitiveness of such  
19 salaries. The percentage change shall be based on the latest  
20 published index for the calendar year preceding the fiscal year  
21 in which the adjustment is to be paid.

22 The chief administrative officer may adjust the uniform  
23 salary plan in excess of the base percentage of seventy-five  
24 percent, provided funds are available and approved by the  
25 county council for such purpose.

26 (b) Notwithstanding the provisions in (a) above, for  
27 FY-82 only the following salary controls shall apply:

- 28 1. Salary maxima of grades 5 through 31 will be  
29 adjusted by the full cost-of-living granted  
30 by the County Council.
- 31 2. The salary maximum for grade 40 shall be  
32 \$70,000.00.

- 1           3. The salary maxima for grades 32 through 39 shall  
2           be adjusted by the Chief Administrative Officer  
3           so that the dollar difference between the  
4           salary maxima of grades 31 through 40 is the  
5           same.
- 6           4. The salary for each merit employee in grades 5-31  
7           will be adjusted by the full cost-of-living  
8           granted by the County Council to the extent that  
9           such salary adjustment does not exceed the maximum  
10          of the employee's grade.
- 11          5. The salaries for merit employees in grades 32  
12          through 39 will be adjusted by the full cost-of-  
13          living granted by the County Council only to the  
14          extent that such salary adjustment does not exceed  
15          the maximum of the employee's grade.
- 16          6. The cost-of-living adjustment to the salaries of  
17          non-merit employees shall be determined by the  
18          County Executive but shall not exceed the cost-  
19          of-living granted merit employees.
- 20          7. No employee's salary is to be reduced below  
21          its level as of June 30, 1981 as a result of  
22          implementation of the provisions contained in  
23          paragraphs 1- 6 above.

24          (c) The provisions of this section shall not apply to an  
25          employee of the police department, as defined in Section 33-76  
26          of this chapter, who is represented by a certified employee  
27          organization pursuant to the provisions of Article V, Title  
28          "Police Labor Relations" of this chapter.

29          Sec. 3. Chapter 33, title "Personnel" of the Montgomery  
30          County Code 1972, as amended, is hereby amended by adding a  
31          new Article V, title "Police Labor Relations", Sections 33-75  
32          through 33-85, to read as follows:



1 ARTICLE V. POLICE LABOR RELATIONS.

2 Sec. 33-75. DECLARATION OF POLICY.

3 It is the public policy of this County, pursuant to  
4 Charter Section 510, enacted as a result of citizen initiative,  
5 and purpose of this Article to promote a harmonious, peaceful,  
6 and cooperative relationship between the County government  
7 ~~and~~ its police employees and to protect the public by assuring,  
8 at all times, the responsive, orderly, and efficient operation  
9 of the police department. Since unresolved disputes in the  
10 police service are injurious to the public and to police  
11 employees as well, adequate means should be provided for  
12 preventing such unresolved disputes and for resolving them  
13 when they occur. To that end, it is in the public interest  
14 that police employees have the opportunity to bargain  
15 collectively OVER WAGES, HOURS, AND OTHER TERMS AND CONDITIONS  
16 OF EMPLOYMENT through a representative of their choice or to  
17 refrain therefrom; and that any collective bargaining between  
18 the County government and a representative of those police  
19 employees be done in good faith with no interference with the  
20 orderly process of government and furthermore, that ~~the results~~  
21 of AGREEMENTS REACHED THROUGH collective bargaining be imple-  
22 mented.

23 It is also recognized however, that police employee  
24 organizations AND THE COUNTY GOVERNMENT EACH possess  
25 substantial means by which they may initiate ~~governmental~~  
26 actions regarding the wages, hours, and working conditions  
27 of employees ~~they represent or seek to represent~~. Conse-  
28 quently, in order to preserve ~~the delicate~~ AN APPROPRIATE  
29 balance between labor and management in the police service,  
30 the Council hereby declares that ~~collective bargaining may~~  
31 be ONCE A REPRESENTATIVE HAS BEEN voluntarily selected  
32 COLLECTIVE BARGAINING SHALL BE UTILIZED in place of, but not

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1 in addition to existing means of initiating governmental  
2 action as to those subjects which are defined as appropriate  
3 for collective bargaining in this Article.

4 Sec. 33-76. DEFINITIONS.

5 When used in this Article:

6 "Agency Shop" means a provision in a collective  
7 bargaining agreement requiring, as a condition of continued  
8 employment, that bargaining unit employees pay a service  
9 fee not to exceed the monthly membership dues uniformly  
10 and regularly required by the employee organization of  
11 all of its members. An agency shop agreement shall not  
12 require the payment of initiation fees, an assessment, fines  
13 or any other collections or their equivalent, as a condition  
14 of continued employment.

15 To "bargain collectively" means to meet at reasonable  
16 times and places and to negotiate in good faith with respect  
17 to appropriate subjects as set out in subsection 33-80(a)  
18 of this Article.

a "CERTIFIED REPRESENTATIVE" MEANS AN EMPLOYEE ORGANIZATION SELECTED  
b IN ACCORDANCE WITH THE PROCEDURES OF THIS CHAPTER TO REPRESENT THE UNIT.

19 "Employee" means any police officer in the classifica-  
20 tion of Master Police Officer I, Master Police Officer II,  
21 Police Officer I, Police Officer II, Police Officer III,  
22 and Police Officer Candidate, or equivalent non-supervisory  
23 classifications, but not those in the classification of Police  
24 Sergeant or any equivalent or higher classification.

25 "Employer" means the County Executive and his  
26 designees.

27 "Employee Organization" means any organization which  
28 admits to membership employees and which has as a primary purpose  
29 the representation of such employees in collective bargaining,  
30 and includes any person acting as an officer, representative,  
31 or agent of said organization. SUCH ORGANIZATION SHALL NOT AD-  
32 MIT TO MEMBERSHIP ANY PERSON OTHER THAN LAW ENFORCEMENT OFFICERS.

1 "Lockout" means any action taken by the employer to  
2 interrupt or prevent the continuity of work properly and  
3 usually performed by the employee for the purpose and with the  
4 intent of either coercing the employees into relinquishing  
5 rights guaranteed by this Article or of bringing economic  
6 pressure on employees for the purpose of securing the agreement  
7 of their certified representative to certain collective  
8 bargaining terms.

9 "Mediation" means an effort by an impartial third  
10 party confidentially to assist in resolving, through  
11 interpretation, suggestion, and advice, a dispute arising out  
12 of collective bargaining between the employer and the  
13 certified representative.

14 "Strike" means ~~the~~ A CONCERTED failure to report  
15 for duty, ~~or the~~ absence, ~~from one's position, or the~~  
16 stoppage of work, or ~~the~~ abstinence in whole or in part  
17 from the full AND faithful, ~~or proper~~ performance  
18 of the duties of employment with the employer, or  
19 deviation from normal or proper work duties or activities,  
20 where any of the preceding are done in a concerted  
21 manner for the purpose of inducing, influencing, or coercing  
22 the employer in the determination, implementation, interpreta-  
23 tion, or administration of terms or conditions of employment  
24 or of the rights, privileges, or obligations of employment  
25 or of the status, recognition or authority of the employee  
26 or an employee organization.

"UNIT" means all employees.

27 Sec. 33-77. PERMANENT UMPIRE.

28 (a) There is hereby created the position of Permanent  
29 Umpire, so as to provide for the effective implementation and  
30 administration of Sections 33-79/ and 33-82 of this Article  
31 concerning Selection and Certification of Employee  
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1                   ,DISAGREEMENT OVER OBLIGATION TO BARGAIN COLLECTIVELY  
2     Organization/and Prohibited Practices. The Permanent Umpire  
3     shall exercise the following powers and perform the following  
4     duties and functions:

- 5                   (1) To adopt, amend, and rescind, from time to  
6                   time, such rules, regulations and procedures  
7                   for the implementation and administration  
8                   of Sections 33-79<sup>33-80(c)(2)</sup> and 33-82 as are consistent  
9                   with this Article;  
10                  (2) To request from the employer or any employee  
11                  organization, and the employer or such  
12                  organization may at its discretion provide,  
13                  such relevant assistance, service and data  
14                  as will enable the Permanent Umpire to  
15                  properly carry out his functions;  
16                  (3) To hold hearings and make inquiries, to  
17                  administer oaths and affirmations, examine  
18                  witnesses and documents, take testimony and  
19                  receive evidence, compel by issuance of  
20                  subpoenas the attendance of witnesses ~~and not~~  
21                  including elected county officials; and the  
22                  production of relevant documents;  
23                  (4) To hold and conduct elections for ~~unit~~  
24                  certification or decertification pursuant to  
25                  the provisions of this Article and to issue  
26                  said certification or decertification;  
27                  (5) To investigate and attempt to resolve or settle,  
28                  as provided in this Article charges of engaging  
29                  in prohibited practices. However, if the  
30                  employer and a certified representative have  
31                  negotiated a valid grievance procedure the  
32                  Permanent Umpire must defer to that procedure



1 for the resolution of disputes properly  
2 submissible to the procedure absent a  
3 showing that such deferral will result or has  
4 resulted in the application of principles  
5 repugnant to this Article. Furthermore,  
6 the Permanent Umpire shall defer to state  
7 procedures in those matters which are governed  
8 by the Law Enforcement Officers Bill of Rights,  
9 Article 27, Sections 727, et seq., Annotated  
10 Code of Maryland;

11 (6) To obtain any necessary support services and  
12 make necessary expenditures in the performance  
13 of duties to the extent provided for these  
14 purposes in the annual budget of Montgomery  
15 County; and

16 (7) To exercise any other powers and perform any other  
17 duties and functions as may be specified in  
18 Sections 33-79<sup>33-80(c)(2)</sup> and 33-82 of this Article.

19 (b) The Permanent Umpire shall be appointed by the  
20 County Executive, with the confirmation of the County Council,  
21 shall serve for a term of five (5) years and shall be  
22 eligible for reappointment PROVIDED HOWEVER THAT THE PERMANENT  
23 UMPIRE SHALL NOT BE REAPPOINTED IF DURING THE PERIOD BETWEEN  
24 60 DAYS AND 30 DAYS PRIOR TO THE EXPIRATION OF HIS TERM THE  
25 CERTIFIED REPRESENTATIVE FILES A WRITTEN OBJECTION TO SUCH RE-  
26 APPOINTMENT WITH THE COUNTY EXECUTIVE. The Permanent Umpire  
27 shall be a person with experience as a neutral in the field of  
28 labor relations and shall not be a person who, on account of  
29 vocation, employment or affiliation can be classed as a repre-  
30 sentative of the interests of the employer or any employee  
31 organization.  
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1 (c) The Permanent Umpire shall be paid a per diem fee  
2 as set forth by contract with the County and shall be  
3 reimbursed for necessary expenses.

4 Sec. 33-78. EMPLOYEE RIGHTS.

5 (a) Employees shall have the right:

6 (1) To form, join, support, contribute to, or  
7 participate in, or to refrain from forming,  
8 joining, supporting, contributing to, or  
9 participating in, any employee organization  
10 or its lawful activities; and

11 (2) To be fairly represented by their certified  
12 representative, if any.

13 (b) The Employer shall have the duty to extend to the  
14 certified representative the exclusive right to represent  
15 the employees for the purposes of collective bargaining  
16 including the orderly processing and settlement of grievances  
17 as agreed by the parties.

18 (c) A certified representative shall serve as the  
19 bargaining agent for all employees and shall have the duty to  
20 represent fairly and without discrimination all ~~unit~~ employees  
21 without regard to whether the employees are or are  
22 not members of the employee organization or are paying dues  
23 or other contributions to it or participating in its affairs,  
24 provided, however, that it shall not be deemed a violation of  
25 this duty for a certified representative to seek enforcement  
26 of an agency shop provision in a valid collective bargaining  
27 agreement.

28 (d) The right of the certified representative to  
29 receive membership dues deductions or agency shop provisions  
30 shall be determined through negotiations, unless the  
31 authority to negotiate such provisions has been suspended  
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1 under Section 33-84. No collective bargaining agreement  
2 may include a provision requiring membership in, participation  
3 in the affairs of or contributions to an employee organization  
4 other than an agency shop provision.

5 Sec. 33-79. SELECTION, CERTIFICATION AND  
6 DECERTIFICATION PROCEDURES.

7 ~~THE CERTIFICATION OR DECERTIFICATION OF AN EMPLOYEE~~  
8 ~~(a) / Procedures for determining the certified repre-~~  
9 ~~sentative for the unit may be initiated in accordance with~~  
10 ~~BARGAINING SHALL BE INITIATED IN ACCORDANCE WITH THE FOLLOWING PROCEDURES:~~  
11 ~~this subsection as follows:~~

12 (1) Any employee organization seeking certification  
13 <sup>SHALL</sup>  
14 as representative of the unit ~~may~~/file a  
15 petition stating its name, address, and its  
16 desire to be certified with the Permanent  
17 Umpire, and shall transmit forthwith a copy of  
18 such, not including the names of the supporting  
19 employees, to the employer. Said petition must  
20 contain the uncoerced signatures of thirty  
21 percent (30%) of the employees within the  
22 unit signifying their desire to be represented  
23 by the employee organization for purposes of  
24 collective bargaining.

25 (2) Where an employee organization has been certified,  
26 an employee within the unit may file a petition  
27 with the Permanent Umpire and shall transmit  
28 forthwith a copy of such to the employer and the  
29 certified representative, not including the names  
30 of the supporting employee for decertification  
31 of the certified representative. The petition  
32 must contain the uncoerced signatures of at least  
33 thirty percent (30%) of the employees within the  
34 unit alleging that the employee organization

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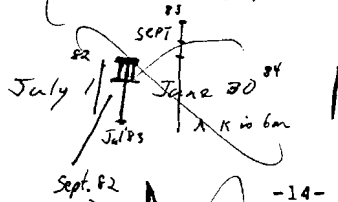
presently certified is no longer the choice of the majority of the employees in the unit.

(3) The employer may file a petition with the Permanent Umpire seeking an election for certification of an employee organization or, where an employee organization is so certified, to cause decertification of the representative where the employer has reason to believe that the certified representative is not or is no longer the choice of the majority of the employees of the unit, and shall transmit a copy of such to the employee organization seeking to obtain or retain certification.

(4) Petitions may be filed between May 1, 1982, and June 30, 1982. Thereafter, petitions may be filed between September 1 and September 30, of any year, but no sooner than 22 months following an election held pursuant to this section.

(5) If a lawful collective bargaining agreement of no longer than three (3) year's duration is in effect, no petition shall be entertained unless filed during September of the final year of ~~the~~ <sup>A COLLECTIVE BARGAINING</sup> ~~agreement.~~ <sup>THE</sup> ~~A PROVISION FOR AUTOMATIC RENEWAL SHALL NOT PREVENT AN AGREEMENT FROM BARRING A PETITION, BUT NO SUCH AUTOMATIC RENEWAL SHALL BAR A PETITION IF THE RENEWAL OCCURS DURING THE THIRD YEAR OF AN AGREEMENT (INCLUDING YEARS ADDED AS A RESULT OF SUCH RENEWALS.)~~

HICKMAN  
TO PROVIDE  
REDRAFT?



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-14-

George Driscoll  
202-338-5754





1 (6) If, during the period of May 1, to June 30, 1982,  
2 a petition is filed by the incumbent representa-  
3 tive of unit employees certified under the  
4 Employer/Employee Relations Article of this  
5 Chapter, and no other employee organization  
6 files a valid petition, that incumbent certified  
7 representative shall be certified without an  
8 election, provided it produces evidence,  
9 acceptable to the Permanent Umpire, of majority  
10 representation.

11 (b) If the Permanent Umpire determines that a petition is  
12 properly supported and timely filed, the Permanent Umpire shall  
13 cause an election of all eligible employees to be held within  
14 a reasonable time, but no later than October 20 of that year,  
15 to determine if and by whom the employees wish to be  
16 represented, as follows:

17 (1) All elections shall be conducted under the  
18 supervision of the Permanent Umpire and shall  
19 be conducted by secret ballot at such time and  
20 place as the Permanent Umpire may direct.  
21 The Permanent Umpire may select and retain  
22 services of an agency of the State of Maryland,  
23 or similarly neutral body to assist in  
24 conducting the election.

25 (2) The election ballots shall contain, as choices  
26 to be made by the voter, the names of the  
27 petitioning or certified employee organization,  
28 the name or names of any other employee  
29 organization showing written proof at least  
30 ten (10) days before the election of at least  
31 ten percent (10%) representation of the  
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employees within the unit, and a choice that  
the employee does not desire to be represented  
by any of the named employee organization(s).

(3) The employer and each party to the election may  
be represented by observers selected in  
accordance with such limitations and conditions  
as the Permanent Umpire may prescribe.

(4) Observers may challenge for good cause the  
eligibility of any person to vote in the  
election. Challenged ballots shall be impounded  
pending either agreement of the parties as to  
the validity of such challenge or the Permanent  
Umpire's decision thereon, unless the number  
of challenges is not determinative, in which  
latter event the <sup>CHALLENGED</sup> ballot(s) shall be destroyed.

(5) After the polls have been closed, the valid  
ballots cast shall be counted by the Permanent  
Umpire in the presence of the observers.

(6) The Permanent Umpire immediately shall prepare  
and serve upon the employer and each of the  
parties a report certifying the results of the  
election. If, and only if, an employee  
organization has received the votes of a majority  
of the employees who voted, the Permanent Umpire  
shall certify the employee organization so  
elected as the exclusive agent. If no employee  
organization has received the votes of a  
majority of the employees, the Permanent Umpire  
shall certify no representative, ~~No run-off~~  
~~election shall be conducted.~~ BUT IF A MAJORITY

1 OF THE EMPLOYEES DO NOT VOTE FOR NO REPRESENTA-  
2 TION, A RUN-OFF ELECTION SHALL BE CONDUCTED.  
3 THE RUN-OFF ELECTION SHALL CONTAIN THE TWO  
4 CHOICES WHICH RECEIVED THE LARGST AND SECOND  
5 LARGST NUMBER OF VOTES IN THE ORIGINAL ELEC-  
6 TION.

7 (c) The aforesaid certification of results shall be  
8 final unless, within seven (7) days after service of the  
9 report and certification, the employer or any other party serves  
10 on all parties and files with the Permanent Umpire objections  
11 to the election. Objections shall be verified and shall contain  
12 a concise statement of facts constituting the grounds thereof.  
13 The Permanent Umpire shall investigate the objections and, if  
14 substantial factual issues exist, the Permanent Umpire shall  
15 hold a hearing thereon. Otherwise, the Permanent Umpire may  
16 determine the matter without hearing. The Permanent Umpire  
17 may invite, either by rule or by ~~ad hoc~~ invitation, written  
18 or oral argument to assist in determination of the merits of  
19 the objections. If the Permanent Umpire finds that the  
20 election was conducted in substantial conformity with this  
21 Article, the Permanent Umpire shall <sup>CONFIRM THE</sup> ~~make final that~~ certifica-  
22 tion initially issued. If the Permanent Umpire finds that the  
23 election was not held in substantial conformity with this  
24 Article, the Permanent Umpire shall cause another election  
25 to be held pursuant to the provisions of this section.

26 (d) The cost of conducting an election shall be paid  
27 by the County.

28 (e) Voluntary recognition is prohibited under this  
29 Article, and no certification may be issued without an  
30 election except as provided for in subsection 33-79(a)(6).  
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1           Sec. 33-80. COLLECTIVE BARGAINING.

2           (a) Upon certification of an employee organization,  
3 as provided in Section 33-79, the employer and the said  
4 certified representative shall have the duty, through their  
5 designees, to bargain collectively with respect to those  
6 subjects as follows:

- 7           (1) Salary and wages, provided however that  
8 salaries and wages shall be uniform for all  
9 employees in the same classification.
- 10          (2) Pension and retirement benefits for active  
11 employees.
- 12          (3) Employee benefits such as, but not limited  
13 to, insurance, leave, holidays, ~~and~~ <sup>AND</sup> vacation  
14 ~~AND PERSONAL PATROL VEHICLES.~~
- 15          (4) Hours and working conditions <sup>INCLUDING THE AVAILABILITY</sup>  
16 ~~AND USE OF PERSONAL PATROL VEHICLES~~
- 17          (5) Provisions for the orderly processing and  
18 settlement of grievances concerning the  
19 interpretation and implementation of the  
20 collective bargaining agreement, which may  
21 include binding third party arbitration <sup>AND PROVISIONS FOR</sup>  
22 ~~THE GRIEVANCE PROVISIONS OF ANY COLLECTIVE~~ <sup>EXCLUSIVITY OF FORUM</sup>  
23 ~~BARGAINING AGREEMENT, NOTWITHSTANDING THE~~  
24 ~~PROVISIONS OF SECTION 33-12(b) OF THIS CHAPTER.~~  
25 ~~SHALL BE THE EXCLUSIVE MEANS OF PROCESSING~~  
26 ~~GRIEVANCES CONCERNING ANY SUBJECT MATTER~~  
27 ~~ENUMERATED IN SECTION 33-80(a) OR ANY MATTER~~  
28 ~~ENUMERATED IN SECTION 33-80(b) AND (c), ABOUT~~  
29 ~~WHICH THE PARTIES HAVE VOLUNTARILY BARGAINED~~  
30 ~~DURING THE BARGAINING IMMEDIATELY PRIOR TO~~  
31 ~~THE CURRENT CONTRACT.~~

- 32          (6) Matters affecting the health and safety of employees.
- 33          (7) The effect on employees of the employer's exercise of rights  
34 enumerated in sub-section (b) hereof.

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31

1 ~~(b) The following subjects shall not be the subject~~  
2 ~~of collective bargaining:~~

3 ~~(1) Pensions OF or any other matter related to~~  
4 ~~retired persons WHO HAVE RETIRED.~~

5 ~~(2) Recruitment, selection, appointment, testing,~~  
6 ~~promotion, AND position classification, or any~~  
7 ~~other rule or action of the employer based~~  
8 ~~on merit principles.~~

9 ~~(3) Any matter which <sup>WOULD BE IN CONFLICT WITH OR PREEMPTED BY</sup> is the subject of state law~~  
10 ~~including, but not limited to, the law~~  
11 ~~Enforcement Officers Bill of Rights, Article~~  
12 ~~27, Sections 727, et seq., Annotated Code of~~  
13 ~~Maryland.~~

14 ~~(4) Any matter which would impair the rights of the~~  
15 ~~employer as set forth <sup>BETTER</sup> in subsection 33-80(e).~~

16 ~~(c)~~ <sup>(g)</sup> Employer Rights.

17 This Article and any agreement pursuant hereto shall  
18 not impair the right and responsibility of the employer:

19 (1) To determine the overall <sup>BUDGET AND</sup> mission of the employer  
20 and any agency of County government;

21 ~~(2) To maintain and improve the efficiency of~~  
22 ~~operations;~~

23 ~~(3)~~ <sup>(2)</sup> To determine the services to be rendered, <sup>AND</sup> the  
24 operations to be performed ~~and the technology~~ 1  
25 ~~to be utilized;~~

26 ~~(4)~~ <sup>(3)</sup> To determine the overall <sup>ORGANIZATIONAL STRUCTURE,</sup> methods, processes,  
27 means, job classifications or personnel by which  
28 operations are to be conducted, ~~and to prescribe~~  
29 ~~and restrict the utilization of uniforms,~~  
30 ~~vehicles, and equipment OTHER THAN PERSONAL~~  
31 ~~PATROL VEHICLES, AND THE LOCATION OF FACILITIES~~



CAPS (5) To hire, select and appoint and establish the standards governing promotion of employees and to classify positions;

(4) (5) To direct or supervise employees;

(6) To suspend, discipline or discharge employees

~~SUBJECT TO APPLICABLE LAW;~~

(7) To transfer, assign, schedule, retain, layoff, or recall employees;

(8) (6) To relieve employees from duties because of lack of work or funds, or under conditions when the employer determines continued work would be inefficient or nonproductive;

(9) (7) To make and enforce rules and regulations not inconsistent with <sup>THIS LAW OR</sup> a collective bargaining agreement ~~AND APPLICABLE LAW;~~

(10) To take whatever other actions may be necessary to carry out the wishes of the public not otherwise specified herein or limited by a collective bargaining agreement; or

(11) (8) To take actions to carry out the mission of government in situations of emergency.

(9) TO TRANSFER, ASSIGN AND SCHEDULE EMPLOYEES.  
(d) ~~Nothing contained in this Article shall be construed~~

~~to limit the discretion of the employer voluntarily to confer with any or all of its employees in the process of developing policies to effectuate or implement any of the enumerated rights set forth in subsection 33-80(c) or above.~~

(1) NOTWITHSTANDING ANY OTHER PROVISION OF THIS LAW, THE EMPLOYER MAY VOLUNTARILY BARGAIN ABOUT ANY MATTER ENUMERATED IN SECTION 33-80(b) ~~AND/OR~~ THE EFFECTS UPON EMPLOYEES OF THE EMPLOYER'S EXERCISE OF ANY RIGHTS LISTED IN SECTION 33-80(c) <sup>OR BOTH</sup>. IN THE EVENT THE EMPLOYER DOES AGREE TO BARGAIN ABOUT ANY OF THE <sup>OR EFFECTS</sup> ABOVE MATTERS, AND AN AGREEMENT IS REACHED, THAT AGREEMENT SHALL

CAPS (c) Nothing contained in this Article shall be construed to limit the discretion of the employer voluntarily to discuss with the representatives of its employees any matter concerning the employer's exercise of any of the enumerated rights set forth in sub-section 33-80(b) above, but such matters shall not be subject to bargaining.

33

1 BE INCORPORATED IN THE COLLECTIVE BARGAINING AGREEMENT. THE  
2 EMPLOYER'S ELECTION TO BARGAIN ABOUT <sup>MATTER OR EFFECT</sup> ~~A PROPOSAL~~ SHALL NOT CON-  
3 STITUTE A WAIVER OF THE EMPLOYER'S RIGHT NOT TO BARGAIN ABOUT  
4 THE ~~SUBJECT MATTER / EFFECT~~ <sup>OR EFFECT</sup> UPON EXPIRATION OF ANY AGREEMENT  
5 REACHED. NOTWITHSTANDING THE EMPLOYER'S ELECTION TO BARGAIN,  
6 <sup>AN AGREEMENT ON THE MATTER OR EFFECT, THE MATTER OR EFFECT</sup> ~~ABSENT A PROPOSAL AS SET FORTH ABOVE, SUCH PROPOSAL~~ SHALL NOT  
7 BE INCLUDED IN EITHER PARTY'S SUBMISSION OF A FINAL OFFER TO  
8 THE IMPASSE NEUTRAL.

9 (2) IN THE EVENT THE EMPLOYER AND THE CERTIFIED  
10 REPRESENTATIVE DISAGREE OVER WHETHER EITHER IS OBLIGATED TO  
11 BARGAIN OVER ONE OR MORE CONTRACT PROPOSALS UNDER THIS LAW,  
12 THAT DISAGREEMENT SHALL BE SUBMITTED UPON THE PETITION OF  
13 EITHER PARTY TO THE PERMANENT UMPIRE WHO SHALL RESOLVE THE  
14 DISPUTE AS PROMPTLY AS POSSIBLE AND AFTER SUCH EXPEDITIOUS  
15 PROCEEDINGS AS THE PERMANENT UMPIRE DEEMS APPROPRIATE IN THE  
16 CIRCUMSTANCES. THE PETITION SHALL STATE THE ISSUE OR ISSUES  
17 TO BE RESOLVED AND SHALL BE ACCOMPANIED BY A WRITTEN STATE-  
18 MENT OF THE REASONS WHY THE PETITIONING PARTY RELIEVES THE  
19 <sup>PROPOSAL</sup> ~~MATTER~~ IS OR IS NOT BARGAINABLE. THE DECISION OF THE PERMA-  
20 NENT UMPIRE SHALL BE BINDING UPON THE PARTIES. FAILURE TO  
21 SUBMIT A PETITION PURSUANT TO THIS SUBSECTION SHALL NOT PRE-  
22 CLUDE A PARTY FROM FILING AN UNFAIR LABOR PRACTICE CHARGE  
23 PURSUANT TO SECTION 33-82.

24 <sup>(b)</sup> ~~Let~~ Collective bargaining shall commence no later than  
25 November 1, preceding the beginning of a fiscal year for which  
26 there is no contract between the employer and the certified  
27 representative and shall be concluded on January 20. The  
28 resolution of an impasse in collective bargaining shall be  
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1 completed by February 1. These time limits may be waived  
2 only by prior written consent of the parties.

3 <sup>(E)</sup>  
4 ~~(f) Any collective bargaining agreement which contains~~  
5 ~~a provision for automatic renewal or extension shall be void.~~  
6 ~~in its entirety unless such renewal or extension requires~~  
7 ~~the consent of both parties.~~ No agreement shall be valid if  
8 it extends for less than one year or for more than three  
9 years. All agreements shall become effective July 1 and end  
on June 30.

10 <sup>(F)</sup>  
11 ~~(g) Any collective bargaining agreement shall~~  
12 become effective only after ratification of the agreement  
13 by the ~~public~~ employer and the CERTIFIED REPRESENTATIVE  
14 ~~employees-in-the-bargaining-unit~~, except as provided  
15 in subsection 33-81(b)(7). A certified representative  
16 may provide its own rules for ratification procedures  
17 ~~but such rules shall be consistent with the certified~~  
18 ~~representative's duty of fair representation. Any~~  
19 ~~terms of a collective bargaining agreement which purport~~  
20 ~~to restrict the rights of management and of the public as~~  
21 ~~contained in subsection 33-80(c) of this Article or which~~  
22 ~~concern those subjects set forth in subsection 33-80(b)~~  
~~shall be null and void and wholly unenforceable.~~

23 <sup>(G)</sup>  
24 ~~(h) A ratified agreement shall be binding on the~~  
25 employer and the certified representative, AND SHALL BE RE-  
26 DUCED TO WRITING AND EXECUTED BY BOTH PARTIES. Any term or  
27 condition thereof which requires an appropriation of funds or  
28 enactment, repeal or modification of a County law shall be  
29 timely submitted to the County Council by the employer  
30 and the employer shall make a good faith effort to have such  
31 term or condition implemented by Council action. ~~but the~~

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1 ON OR BEFORE APRIL 25, THE COUNTY COUNCIL SHALL INDICATE BY A  
2 MAJORITY ~~OF FOUR (4) VOTES~~, ITS INTENTION TO APPROPRIATE  
3 OR OTHERWISE IMPLEMENT THE AGREEMENT, OR ITS INTENTION NOT TO  
4 DO SO, AND SHALL STATE ITS REASONS FOR ANY INTENT TO REJECT  
5 ANY PART OR PARTS OF THE AGREEMENT. IN THE EVENT THE COUNCIL  
6 INDICATES ITS INTENTION TO REJECT, IT SHALL DESIGNATE A REPRESENTATIVE  
7 TO MEET WITH THE PARTIES AND PRESENT THE COUNCIL'S  
8 VIEWS IN THEIR FURTHER NEGOTIATIONS. THIS REPRESENTATIVE  
9 SHALL ALSO PARTICIPATE FULLY IN STATING THE COUNCIL'S POSITION  
10 IN ANY ENSUING IMPASSE PROCEDURE. THE PARTIES SHALL THEREAFTER  
11 MEET AS PROMPTLY AS POSSIBLE IN AN ATTEMPT TO NEGOTIATE AN  
12 AGREEMENT ACCEPTABLE TO THE COUNCIL. EITHER OF THE PARTIES MAY  
13 INITIATE THE IMPASSE PROCEDURE SET FORTH IN SECTION 33-81.  
14 THE RESULTS OF THE NEGOTIATION OR IMPASSE PROCEDURE SHALL BE  
15 SUBMITTED TO THE COUNCIL ON OR BEFORE MAY 10. ANY agreement  
16 shall provide either for automatic reduction or elimination  
17 of such conditional WAGE AND/OR benefits ADJUSTMENTS if the  
18 Council fails to take such action or if funds are not appropriated  
19 or if a lesser amount is appropriated.

20 Sec. 33-81. IMPASSE PROCEDURE.

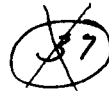
21 (a) Prior to November 10 of any year in which the  
22 employer and a certified representative bargain collectively,  
23 they shall choose an Impasse Neutral either by agreement or  
24 through the processes of the American Arbitration Association.  
25 The Impasse Neutral shall be required to be available during  
26 the period from January 20 to February 1. Fees <sup>COSTS</sup> and expenses OF THE  
27 IMPASSE NEUTRAL shall be shared equally by the employer and the certified  
28 representative.  
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1 (b) (1) During the course of collective bargaining  
2 either party may declare an impasse and  
3 request the services of the Impasse Neutral.  
4 If the parties have not reached agreement  
5 by January 20, an impasse shall be deemed to  
6 exist.

7 (2) Whenever an impasse has been reached, the  
8 dispute shall be submitted to the Impasse  
9 Neutral. The Impasse Neutral shall attempt  
10 mediation by bringing the parties together  
11 voluntarily under such favorable auspices as  
12 will tend to effectuate the settlement of the  
13 dispute.


14 (3) If the Impasse Neutral, in the Impasse Neutral's  
15 sole discretion, finds that the parties are at  
16 a bona fide impasse, the Impasse Neutral shall  
17 require each party to submit a final offer  
18 which shall consist either of a complete draft  
19 of a proposed collective bargaining agreement  
20 or a complete package proposal, as the Impasse  
21 Neutral shall choose. If only complete  
22 package proposals are required the Impasse  
23 Neutral shall require the parties to jointly  
24 submit a memorandum of all items previously  
25 agreed upon.

26 (4) The Impasse Neutral may, in the Impasse Neutral's  
27 discretion, require the parties to submit  
28 evidence or make oral or written argument in  
29 support of their proposals. The Impasse Neutral  
30 may hold a hearing for this purpose at a time,  
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1 date, and place selected by the Impasse  
2 Neutral. Said hearing shall not be open to  
3 the public.

4 (5) On February 1 or prior thereto, the Impasse  
5 Neutral shall select, as a whole, the most  
6 reasonable, in the Impasse Neutral's judgment,  
7 of the final offers submitted by the parties.  
8 The Impasse Neutral may take into account only  
9 the following factors:

- 10 a. Past collective bargaining contracts  
11 between the parties including the past  
12 bargaining history that led to such  
13 contracts, or the pre-collective  
14 bargaining history of employee wages, hours,  
15 benefits, and working conditions.
- 16 b. Comparison of wages, hours, benefits,  
17 and conditions of employment of similar  
18 employees of other public employers IN THE  
19 WASHINGTON METROPOLITAN AREA AND in Maryland.
- 20 c. Comparison of wages, hours, benefits,  
21 and conditions of employment of other  
22 ~~employees of Montgomery County.~~ PERSONNEL 
- 23 d. Wages, benefits, hours, and other  
24 working conditions of similar employees  
25 of private employers in Montgomery County.
- 26 e. The interest and welfare of the public.
- 27 f. The ability of the employer to finance  
28 economic adjustments and the effect of  
29 the adjustments upon the normal standard  
30 of public services by the employer.

1 (6) The Impasse Neutral shall not compromise or  
2 alter the final offer that he selects.  
3 Selection of an offer shall be based on the  
4 contents of that offer. No consideration shall  
5 be given to, nor shall any evidence or argument  
6 be received concerning the history of collective  
7 bargaining in this immediate dispute, including  
8 offers of settlement not contained in the offers  
9 submitted to the Impasse Neutral. However,  
10 the Impasse Neutral shall consider all previously  
11 agreed upon items integrated with the specific  
12 disputed items to determine the single most  
13 reasonable offer.

14 (7) The offer selected by the Impasse Neutral,  
15 integrated with the previous agreed upon items,  
16 shall be deemed to represent the final agreement  
17 between the employer and the certified repre-  
18 sentative, without the necessity of ratification  
19 by the parties, and shall have the force and  
20 effect of a contract voluntarily entered into  
21 and ratified as set forth in subsection 33-80(b).  
22 above. The parties shall execute such agreement.

23 Sec. 33-82. PROHIBITED PRACTICES.

24 (a) The employer or its agents or representatives  
25 are prohibited from:

26 (1) Interfering with, restraining, or coercing  
27 employees in the exercise of any rights granted  
28 to them under the provisions of this Article,  
29 ~~provided that the discussion of any matter,~~  
30 ~~argument, or opinion, or the dissemination~~  
31 ~~thereof, whether orally, in writing or otherwise~~



1 shall not constitute or be evidence of  
2 prohibited practice under any of the provisions  
3 of this Article nor be grounds for invalidating  
4 any election conducted under this Article, if  
5 such discussion or dissemination contains no  
6 threat of reprisal or promise of benefit;

7 (2) Dominating or interfering with the formation or  
8 administration of any employee organization, or  
9 contributing financial or other support to it,  
10 pursuant to contract or otherwise; provided that  
11 the employer and a certified representative may  
12 agree to and apply a membership dues deduction  
13 provision AS PROVIDED HEREIN AND TO REASONABLE  
14 USE OF COUNTY FACILITIES FOR COMMUNICATING WITH  
15 EMPLOYEES;

16 (3) Encouraging or discouraging membership in any  
17 employee organization by discrimination in  
18 regard to hiring, tenure, ~~or other~~ wages, hours  
19 or conditions of employment; *PROVIDED, THAT*

20 (4) Discharging or discriminating against a public  
21 employee because he has filed charges, given  
22 testimony or otherwise lawfully aided in the  
23 administration of this Article;

24 (5) Refusing to bargain collectively with a certified  
25 representative;

26 (6) Refusing to reduce to writing or refusing to  
27 sign a bargaining agreement which has been  
28 agreed to in all respects;

29 (7) Refusing to process or arbitrate a grievance  
30 if required under a grievance procedure contained  
31 in a collective bargaining agreement;

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33 -27-  
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NOTHING IN THIS ARTICLE SHALL PRECLUDE AN  
AGREEMENT FROM CONTAINING A PROVISION FOR  
AN AGENCY SHOP.  
RAVUTSTON

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1 (8) DIRECTLY OR INDIRECTLY OPPOSING THE APPROPRIA-  
2 TION OF FUNDS OR THE ENACTMENT OF ~~LAWFUL~~ LEGISLATION BY THE COUNTY  
3 COUNCIL TO IMPLEMENT AN AGREEMENT REACHED BETWEEN THE EMPLOYER  
4 AND THE CERTIFIED REPRESENTATIVE PURSUANT TO THIS ARTICLE.

5 (9) ENGAGING IN A LOCKOUT OF EMPLOYEES.

6 (b) Employee organizations, <sup>AND</sup> their agents, ~~or~~  
7 ~~representatives~~ and employees, are prohibited from:

- 8 (1) Interfering with, restraining, or coercing  
9 the employer or employees in the exercise  
10 of any rights granted under this Article;  
11 (2) Restraining, coercing, or interfering with  
12 the employer in the selection of its  
13 representatives for the purposes of collective  
14 bargaining or the adjustment of grievances;  
15 (3) Refusing to bargain collectively with the  
16 employer if such employee organization is the  
17 certified representative;  
18 (4) Refusing to reduce to writing or refusing to  
19 sign a bargaining agreement which has been  
20 agreed to in all respects;  
21 (5) Hindering or preventing, by threats OF VIOLENCE,  
22 intimidation, force, or coercion of any kind  
23 the pursuit of any lawful work or employment  
24 by any person, public or private, or obstructing  
25 or OTHERWISE UNLAWFULLY interfering with the  
26 entrance to or egress from any place of employment,  
27 or obstructing or UNLAWFULLY interfering with  
28 the free and uninterrupted use of public roads,  
29 streets, highways, railways, airports, or other  
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ways of travel or conveyance by any person,  
public or private;

(6) Hindering or preventing by threats, intimidation,  
force, coercion, or sabotage, the obtaining, use,  
or disposition of materials, supplies, equipment  
or services by the employer;

(7) Taking or retaining unauthorized possession of  
property of the employer, ~~public or private, or~~  
~~engaging in any effort to interfere with~~  
~~production, functions, or services of an~~  
~~employer, public or private,~~ or refusing to  
do work or use certain goods or materials as  
lawfully required by the employer;

(8) Forcing or requiring ~~any~~ THE employer to assign  
particular work to employees in a particular  
employee organization or classification rather  
than to employees in another employee  
organization or classification;

(9) Causing or attempting to cause the employer  
to pay or deliver or agree to pay or deliver  
any money or other thing of value, in the  
nature of an exaction, for services which are  
neither performed OR to be performed ~~or which~~  
~~are not productive or not desired to be~~  
~~performed by the employer.~~

(c) A charge of prohibited practice may be filed by ~~any~~  
THE employer, employee organization, or any individual employee.

THE CHARGE OR CHARGES SHALL BE FILED WITH THE PERMANENT UMPIRE, WITH COPIES  
TO THE PARTY ALLEGED TO HAVE COMMITTED A PROHIBITED PRACTICE.

All charges shall CONTAIN A STATEMENT OF FACTS SUFFICIENT TO  
ENABLE THE PERMANENT UMPIRE TO INVESTIGATE THE CHARGE ~~be sup-~~  
~~ported by the charging party.~~ The Permanent Umpire may request

1 withdrawal of and, if necessary, summarily dismiss charges  
2 if they are insufficiently supported in fact or in law to  
3 warrant a hearing~~,-however,-~~. The Permanent Umpire shall  
4 have authority to maintain such independent investigation  
5 as the Permanent Umpire determines necessary and to develop  
6 rules and regulations therefore. If, UPON INVESTIGATION,  
7 ~~the~~ Permanent Umpire finds that a charge is sufficiently sup-  
8 ported to raise an issue of fact or law, the Permanent Umpire  
9 shall hold a hearing on such charge upon notification to the  
10 parties. In any hearing, charging parties shall present evidence  
11 in support of the charges and the PARTY OR parties charged  
12 shall have the right to file an answer to the charges, to  
13 appear in person or otherwise and to present evidence in defense  
14 of the charges.

15 (d) If the Permanent Umpire determines that the person  
16 charged has committed a prohibited practice, the Permanent  
17 Umpire shall make findings of fact and conclusions of law  
18 and shall be empowered to issue an order requiring the person  
19 charged to cease and desist from the prohibited practice and  
20 to take such affirmative action as will remedy the violation(s)  
21 of this Article. Remedies of the Permanent Umpire may include,  
22 but shall not be limited to, REINSTATING EMPLOYEES WITH OR WITH-  
23 OUT BACK PAY, MAKING EMPLOYEES WHOLE FOR ANY LOSS RELATING TO  
24 COUNTY EMPLOYMENT SUFFERED AS A RESULT OF ANY PROHIBITED  
25 PRACTICE, ~~orders-withdrawing-certification,-~~ withdrawing  
26 or suspending the employee organization's authority  
27 to negotiate or continue membership dues deductions, or  
28 agency shop benefits, ~~withdrawing,-suspending,-or-reinstating~~  
29 ~~with-or-without-back-pay-the-employment-or-tenure-of-individual~~  
30 employees. If the Permanent Umpire finds that the party or  
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1 parties charged have not committed any prohibited practices,  
2 the Permanent Umpire shall make findings of fact and conclusions  
3 of law and issue an order dismissing the charges.

4 (e) The Permanent Umpire shall not receive or entertain  
5 charges based upon an alleged prohibited practice occurring  
6 more than ~~four~~ SIX (6) months prior to the filing of the  
7 charge.

8 Sec. 33-83. ~~USE-OF-OFFICIAL-TIME~~

9 ~~Solicitation-of-membership-or-dues-payments,-or-other~~  
10 ~~internal-business-of-employee-organizations-shall-be-conducted~~  
11 ~~during-the-non-duty-hours-of-the-employee-involved.--Employees~~  
12 ~~who-represent,-or-act-on-behalf-of-a-certified-representative,~~  
13 ~~shall-not-be-on-paid-working-time-when-bargaining-collectively~~  
14 ~~with-the-public-employer-or-when-adjusting-grievances.~~

15 EXPRESSION OF VIEWS.

16 THE EXPRESSION OF ANY VIEWS, ARGUMENT, OR OPINION, OR  
17 THE DISSEMINATION THEREOF, WHETHER ORALLY, IN WRITING OR OTHERWISE  
18 SHALL NOT CONSTITUTE OR BE EVIDENCE OF A PROHIBITED PRACTICE  
19 UNDER ANY OF THE PROVISIONS OF THIS LAW NOR BE GROUNDS FOR  
20 INVALIDATING ANY ELECTION CONDUCTED UNDER THIS LAW, IF SUCH  
21 EXPRESSION OR DISSEMINATION CONTAINS NO THREAT OF REPRISAL OR  
22 PROMISE OF BENEFIT.

23 Sec. 33-84. STRIKES AND LOCKOUTS.

24 (a) No employee or employee organization shall  
25 either directly or indirectly cause, instigate, encourage,  
26 condone or engage in any strike, nor the employer in any  
27 lockout. No employee or employee organization shall obstruct,  
28 impede, or restrict either directly or indirectly, any  
29 attempt to terminate a strike.  
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(b) The employer shall not pay, reimburse, make whole, or otherwise compensate any employee for or during the period when said employee is directly or indirectly engaged in a strike, nor shall the employer thereafter compensate an employee who struck for wages or benefits lost during such strike.

(c) If an employee or employee organization shall violate the provisions of this section, the employer, AFTER ADEQUATE NOTICE AND A FAIR HEARING BEFORE THE PERMANENT EMPLOYEES WHO FINDS THAT THE AFORESAID VIOLATIONS HAVE OCCURRED AND FINDS THAT ~~may take~~ any ~~and~~ OR all of the following :

actions ~~it deems~~ ARE necessary in the public interest MAY, SUBJECT TO THE LAW ENFORCEMENT OFFICER'S BILL OF RIGHTS, ARTICLE 27, SECTIONS 727, et seq., ANNOTATED CODE OF MARYLAND: (1) IMPOSE ~~Imposition of~~ disciplinary action, in-

cluding DISMISSAL FROM ~~termination of~~ employment of employees engaged in such conduct;

(2) ~~Termination of~~ TERMINATE OR SUSPEND employee organization's dues deduction privilege, if any;

(3) ~~Revocation of~~ REVOKE THE certification OF and ~~disqualification~~ DISQUALIFY <sup>THE EMPLOYEE ORGANIZATION</sup> ~~IT~~ from participation in representation elections for a period up to a maximum of two (2) years.

(d) Nothing contained herein shall prohibit an employer from seeking any remedy available in a court of competent jurisdiction.

Sec. 33-85. EFFECT OF PRIOR ENACTMENTS.

Nothing contained in this Article shall be construed to repeal any law, executive orders, legislation, rules or regulations adopted by the County and any department or



1 agency thereof not inconsistent with the provisions of this  
2 Article.

3 Sec. 4. Severability.

4 The provisions of this Act are severable, and if any  
5 provision, sentence, clause, section, word or part thereof  
6 is held illegal, invalid or unconstitutional or inapplicable  
7 to any person or circumstances, such illegality, invalidity,  
8 unconstitutionality, or inapplicability shall not affect or  
9 impair any of the remaining provisions, sentences, clauses,  
10 sections, words or parts of the Act or their application to  
11 other persons or circumstances. It is hereby declared to be  
12 the legislative intent that this Act would have been adopted  
13 if such illegal, invalid or unconstitutional provision,  
14 sentence, clause, section, word or part had not been included  
15 therein, and if the person or circumstances to which the Act  
16 or any part thereof is inapplicable had been specifically  
17 exempted therefrom.

18 Sec. 5. Effective Date.

19 This Act shall take effect on the 91st day following  
20 the date on which it becomes law.

21 APPROVED:

22 \_\_\_\_\_  
23 PRESIDENT, COUNTY COUNCIL

DATE

24 \_\_\_\_\_  
25 COUNTY EXECUTIVE

DATE

26  
27 ATTEST:

28 \_\_\_\_\_  
29 SECRETARY FOR COUNTY COUNCIL

DATE

TECHNICAL AMENDMENTS TO BILL 71-81

Recommended by Legislative Counsel

The following amendments have been incorporated into draft No. 3 of the bill for the convenience of Council.

1. At the second page of the title, third line, after "bargaining" insert "unless agreed to".
2. Page 8, after line 18 insert "Certified representative" means an employee organization selected in accordance with the procedures of this chapter to represent the unit."
3. Page 9, after line 26, insert "'Unit' means all employees".
4. Page 9, after line 30, after "subsections 33-79", insert ",33-80(c)(2)".
5. Page 10, line 1, after "Organization", insert ",Disagreement Over Obligation to Bargain Collectively".
6. Page 10, line 7, after "Sections 33-79", insert "33-80(c)(2)".
7. Page 10, line 22, strike "unit".
8. Page 11, line 18, after "Sections 33-79", insert ",33-80(c)(2)".
9. Page 12, line 20, strike "unit".
10. Page 13, strike lines 6, 7 and 8 in their entirety and insert in lieu thereof "The certification or decertification of an employee organization as the Unit's representative for the purpose of collective bargaining shall be initiated in accordance with the following procedures:".
11. Page 13, line 10, strike "may" and insert in lieu thereof "shall".
12. Page 14, line 23, strike "said" and insert in lieu thereof "a collective bargaining".
13. Page 16, line 15, before "ballot(s)" insert "challenged".
14. Page 17, line 17, strike "ad hoc".
15. Page 17, line 21, strike "make final that" and insert in lieu thereof "confirm the".
16. Page 19, line 9, strike "is the subject of" and insert in lieu thereof "would be in conflict with or be pre-empted by".

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17. Page 19, line 15, strike "in subsection 33-80(c)" and insert in lieu thereof "below".
18. Page 20, line 26, after "Section 33-80)b)" strike "and/";
19. Page 20, line 27, after "Section 33-80(c)", insert "or both".
20. Page 20, line 29, after "matters" insert "or effects".
21. Page 21, line 2, strike "proposal" and insert in lieu thereof "matter or effect".
22. Page 21, line 4, strike "subject."; strike "thereof" and insert in lieu thereof "or effect".
23. Page 21, line 6, strike "a proposal as set forth above, such proposal" and insert in lieu thereof the following: "an agreement on the matter or effect, the matter or effect".
24. Page 21, line 19, strike "matter" and insert in lieu thereof "proposal".
25. Page 22, line 12, strike "public".
26. Page 23, line 26, after "Fees", insert ",Costs"; after "expenses", insert "of the impasse neutral".
27. Page 25, line 22, strike "employees of"; after "County", insert "personnel".
28. Page 28, line 2, after "the enactment of" insert "lawful".
29. Page 29, after line 27, insert "The charge or charges shall be filed with the permanent umpire, with copies to the party alleged to have committed a prohibited practice."
30. Page 31, line 21, correct the spelling of "threat".
31. Page 32, line 12, after "public interest may" insert ",subject to the Law Enforcement Officer's Bill of Rights, Article 27, Sections 727 et seq., Annotated Code of Maryland".
32. Page 32, line 20, after "disqualify" strike "it" and insert in lieu thereof "the employee organization".

